

# EXHIBIT C

**FIRST AMENDMENT TO  
CONTRACT OF PURCHASE AND SALE**

THIS FIRST AMENDMENT TO CONTRACT OF PURCHASE AND SALE (the "First Amendment") is entered into as of the 30<sup>th</sup> day of July, 2021, by and between CJ Automotive Indiana, LLC, an Indiana limited liability company ("Seller") and Butler Propco LLC, a Delaware limited liability company, or assigns ("Purchaser").

**RECITALS**

A. Seller and Purchaser have entered into a certain Contract of Purchase and Sale (the "Purchase Agreement") with an Effective Date of June 25, 2021, pursuant to which Sellers agreed to sell and Purchaser agreed to purchase certain real property commonly known as 100 Commerce Street, Butler, Indiana (the "Property"); and

B. Purchaser and Seller now desire to amend the Purchase Agreement in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals/Defined Terms. The foregoing recitals are hereby incorporated into this First Amendment and made a part hereof by this reference. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Extension of Inspection Period. Purchaser and Seller hereby agree that the Inspection Period shall now expire on August 6, 2021. Paragraph 5.1 of the Purchase Agreement is hereby amended to delete the words "and expiring at 5:00 p.m., Eastern Daylight Time, on the thirtieth (30th) day following the Effective Date" and replace them with "until August 6, 2021 at 5:00 p.m. Eastern Daylight Time". All references to the Inspection Period shall be deemed to refer to the Inspection Period as extended.

3. Closing Date. Purchaser and Seller hereby agree that the Closing Date shall now be August 16, 2021. Paragraph 8.1 of the Purchase Agreement is hereby amended to delete the words "on or about the fifteenth (15th) day following the expiration of the Inspection Period" and replace them with "on August 16, 2021". All references to the Closing Date shall be deemed to refer to the Closing Date Period as extended.

4. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

5. Signatures. This First Amendment may be executed by either or all parties by facsimile signature or "PDF" signatures emailed, and any such signature shall be deemed to be an original signature.

6. **Effect of Amendment.** In the event of any inconsistencies between this First Amendment and the Purchase Agreement, the terms of this First Amendment shall govern and control. Except as provided herein, all other terms and conditions of the Purchase Agreement shall remain unchanged and the parties hereto ratify the terms and conditions of the Purchase Agreement which remains in full force and effect. This First Amendment may only be amended by a document in writing, executed by the parties hereto.

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment as of the date first written above.

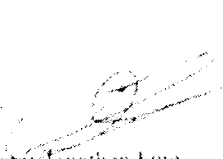
**SELLER:**

CJ AUTOMOTIVE INDIANAPOLIS LLC  
an Indiana limited liability company

By:   
Name: ALEXANDER B. BROWN  
Title: PRESIDENT

**PURCHASER:**

DEETER PROPCO LLC  
a Delaware limited liability company

By:   
Name: Jonathan Fine  
Title: Member

Case 2:21-cv-00116 Document 1-4 Filed 08/30/21 Page 3 of 3